CONTRACT AGREEMENT

BETWEEN

BOARD OF EDUCATION

OF

BOROUGH OF ALLENDALE BOROUGH Pecce 1

AND

ALLENDALE EDUCATION ASSOCIATION

Covering

1985-86 & 1986-87 School Years

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#### AGREEMENT

The undersigned parties having negotiated in good faith to the end of formalizing a written agreement concerning the terms and conditions of employment in the Allendale Elementary School System, do hereby affirm and agree that the attached represents the agreements and understandings of both parties and shall constitute the binding terms and conditions of employment for the school years 1985-86; 1986-87.

Attest

Board of Education Borough of Allendale

Allendale Education Association

Recording Secretary

#### RECOGNITION

The Board of Education of the Borough of Allendale recognizes the Allendale Education Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all the personnel listed below; whether under contract, on leave, on a per diem basis, employed or to be employed by the Board:

Classroom Teachers
Nurses
Librarians
Reading Teachers
Speech Teachers
Art Teachers
Resource Teachers
School Psychologist
School Social Worker
Music Teachers

Special Education Teachers
Industrial Arts Teachers
Home Economics Teachers
Physical Education Teachers
Learning Disability Teacher-Consultants
Instructional Learning Center Teacher
Helping Teacher/Assistant to the
Principal
Enrichment Center Teachers
BSIP Teachers

All personnel listed above, with the exception of auxillary personnel who are employed for ten (10) or fewer teaching periods per week, shall be placed on the salary guide (or fraction thereof) and are entitled to all contractual benefits and protections except as limited by insurance carrier restrictions, statute and administrative regulations.

#### NEGOTIATION PROCEDURE

- A. During negotiations the parties shall meet at mutually agreed upon times and shall freely exchange points of view, present relevant data, and make proposals and counter-proposals.
- B. Each party shall attempt to submit to the other at least two (2) days prior to a meeting, an agenda covering matters they wish to discuss. This is not to be construed, however, as a restriction in respect to discussion of matters not on such agenda.

TEACHERS' SALARY GUIDE - ALLENDALE - 1985-86

	A	B	C
1.	16,690	17,887	19,066
2.	17,314	18,570	19,828
3.	17,967	19,293	20,624
4.	18,646	20,049	21,458
5	19,385	20,839	22,331
6.	20,097	21,664	23,243
7.	20,872	22,527	24,196
8.	21,680	23,428	25,196
9.	22,525	24,369	26,238
10.	23,404	25,352	27,330
11.	25,325	27,382	29,473
12.	26,286	28,456	30,668
13.	27,288	29,580	31,918
14.	28,335	30,753	33,224
15.	29,428	31,978	34,592
16.	32,068	33,260	36,023
17.		36,099	39,019

Column A: Represents the teacher with a B.S. or B.A. Degree.

Column B: Represents a teacher with a B.S. or B.A. plus 30 graduate credits or a Master's Degree (8 of these credits may be other than graduate credits if approved by the Superintendent.)

Column C: Represents a teacher with a B.S. or B.A. and 60 graduate credits or a Master's Degree and 30 graduate credits (in addition to those authorized for advancement to Column B,8 of these credits may be other than graduate credits if approved by the Superintendent of Schools).

Notification of Column advancement must be made in writing to the Superintendent of Schools by October 15th of the year preceding said advancement.

Each teacher will advance to the next step from this year's guide upon recommendation of the Superintendent. Withholding of increment or the adjustment increment or both will be in accordance with State Law, NJSA 18A-29-14.

TEACHERS' SALARY GUIDE - ALLENDALE - 1986-87

A	B	C
17,690	18,877	20,066
18,314	19,570	20,828
18,967	20,293	21,624
19,646	21,049	22,458
20,385	21,839	23,331
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22,680	24,428	26,196
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24,404	26,352	28,330
27,325	29,382	31,473
28,286	30,456	32,668
29,288	31,580	33,918
30,335	32,753	35,224
31,428	33,978	36,592
35,068	35,260	38,023
	39,099	42,019
	17,690 18,314 18,967 19,646 20,385 21,097 21,872 22,680 23,525 24,404 27,325 28,286 29,288 30,335 31,428	17,690       18,877         18,314       19,570         18,967       20,293         19,646       21,049         20,385       21,839         21,097       22,664         21,872       23,527         22,680       24,428         23,525       25,369         24,404       26,352         27,325       29,382         28,286       30,456         29,288       31,580         30,335       32,753         31,428       33,978         35,068       35,260

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## NEW JERSEY STATE HEALTH BENEFITS PROGRAM

The Board of Education will provide for each permanent, full-time employee and his eligible dependents, if any, the following:

- A. Hospital Service Plan of N.J. Blue Cross.
- B. Medical-Surgical Plan of N.J. Blue Shield.
- C. Rider J extended benefits supplementing basic coverage of the two above.
- D. Supplemental Major-Medical Insurance.

#### DENTAL PLAN

The Board of Education will pay up to \$16,000 as a total premium cost for a Dental/Orthodontic Benefit Plan chosen by the AEA. The Board of Education will continue to provide the same Dental/Orthodontic coverage for the 1985-86 and 1986-87 school years as it did for 1984-85. The amount over \$16,000 will be borne by the Board for the 1985-86 and the 1986-87 school years.

#### NON-TEACHING DUTIES

The Board of Education will employ sufficient personnel to maintain the centralized attendance register.

## GRIEVANCE PROCEDURE

#### A. Definitions

Grievances shall be defined as follows:

- 1. A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this agreement, policies or administrative decisions affecting the terms and conditions of employment of a teacher, a group of teachers or the Association.
- 2. A grievance based upon the violation of the express, written terms of this contract, if not resolved, shall terminate in final and binding arbitration.
- 3. A grievance based upon the interpretation, application, or violation of board policies or administrative decisions not affecting the terms and conditions of employment, if not resolved at the Board level shall proceed to advisory arbitration. If the grievance is still not resolved either party may appeal to the administrative agency having jurisdiction in said matter.
- 4. A grievance based upon the interpretation, application, or violation of terms and conditions of employment established by statute or administrative rules or regulations shall be processed through Level Four of this procedure and may be appealed only to the appropriate administrative agency having jurisdiction in said matters. Any disagreement with respect to the agency having proper jurisdiction for said matter shall be determined by the Public Employment Relations Commission (PERC).
- 5. A grievant is the person or persons making the claim or on whose behalf the Association is making the claim.
- 6. Days when used herein shall mean days when schools are in session, unless said grievance is presented at such time as to carry over into the summer months. In such case the grievance shall be pursued to completion as expeditiously as possible.

#### B. Purpose

- 1. The purpose of this procedure is to resolve disputes that arise involving the interpretation, application, or violation of this agreement, policies or administrative decisions affecting the terms and conditions of employment of a teacher, a group of teachers, or the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this agreement.

#### C. Procedure

- 1. Time Limits
  The number of days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified may, however, be modified by mutual agreement.
- 2. Limitations on Filing A grievance shall be initiated at Level One of this procedure within fifteen (15) school days of the date of the incident or occurrence giving rise to the grievance.
- 3. Level One -- Principal or Immediate Superior
  A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
- 4. Level Two -- Principal

  If the grievance is not resolved informally to the satisfaction of the grievant, or if no response has been given by the principal or immediate superior within five (5) school days after the informal discussion, then the grievant shall file the grievance in writing with his principal within five (5) school days after the principal or immediate superior's response or ten (10) school days after the informal discussion, whichever is sooner.
- 5. Level Three -- Superintendent
  If the aggrieved person is not satisfied with the disposition
  of his grievance at Level Two, or if no decision has been
  rendered within five (5) school days after the presentation of
  the grievance at Level Two, he may file the grievance in
  writing to the Superintendent within five (5) school days after
  the decision at Level Two or ten (10) school days after the
  grievance was presented, whichever is sooner.
- 6. Level Four -- Board

  If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, file the grievance in writing to the Board of Education. The Board or a committee thereof shall review the grievance and may, at its discretion, hold a hearing with the employee and will render a decision in writing within thirty (30) school days of receipt of the grievance by the Board.

# Grievance Procedure - cont'd.

- 7. Level Five -- Arbitration
  - a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Four or if no decision has been rendered within thirty (30) school days after the grievance was delivered to the Board, he may, within five (5) school days after a decision by the Board or thirty-five (35) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within five (5) school days after receipt of a request by the aggrieved person.
    - b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission.
    - c) The arbitrator shall be limited to the issues submitted to him and shall not add to, subtract from, or modify the terms of the agreement.
    - d) Arbitration meetings will be held at times other than the regular school day.
    - e) Each party shall pay its own costs for arbitration preparation. The parties shall share equally the fee and the expense, of the arbitrator and arbitration proceedings.
- D. Rights of Teachers to Representation
  - 1. Teacher and Association
    Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option by representative(s) selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- E. Miscellaneous
  - Group Grievance
    If, in the judgment of the Association, a grievance affects a
    group of class of teachers, the Association may submit such
    grievance in writing to the Superintendent directly. The processing of such grievance shall be commenced at Level Three.

## Grievance Procedure - cont'd.

- 2. Meetings and Hearings All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives.
- 3. Written Decisions
  Decisions rendered at Levels Two, Three, and Four of this
  grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted
  promptly to all parties in interest and to the Association.
  Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall
  permit the aggrieved teacher to proceed to the next step.
- 4. Waiver of Grievance Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance by the aggrieved of the decision rendered at that step.
- 5. Grieve-Work Rule
  It is understood that all teachers, including the grievant,
  shall during and not withstanding the pendency of any grievance,
  continue to observe all directives and assignments and applicable rules and regulations of the Board and its administrators
  until such grievance and any effect thereof shall have been
  fully resolved.

# GRIEVANCE FORM

Grievant's Name	Grievance No.				
Work Location					
Job Title and Grade	<del></del>				
Immediate Supervisor					
Description of Alleged Violation:	<u> </u>				
Date of Occurrence of Alleged Violation					
Remedy Sought:					
Date of Level One Informal Discussion					
Tevel One: I am not satisfied with the or	itcome at Level One and wish to proceed to				
Level Two	receive at hever one and with the proceed as				
Grievant's Signature:	Date				
direvalle b biginetare.					
Level Two: Principal or Supervisor					
Date Received	Date Answered				
Disposition: Denied					
Reason:					
Principal or Supervisor's Signature	Date				
I am not satisfied with the outcome at lev	vel Two and wish to proceed to Level Three				
Grievant's Signature					
Level Three: Superintendent					
Data Bassiand	Date Answered				
Disposition: Denied Reason:	0,0,0,000				
Tucascar.					
Superintendent's Signature	Date				
I am not satisfied with the outcome at Lev	el Three and wish to proceed to Level Four				
	Date				
Level Four: School Board					
Date Received	Board Hearing Date				
Date Answered					
Disconition, Devis	Granted				
Reason:	Granted				
TEC5011.					
I am not satisfied with the outcome at Lev	el Four and wish to proceed to Level Five				
Grievant's Signature	<u> </u>				
Level Five: The grievant is not satisfied	with the outcome at I am I Bour and the				
•					
Association wishes to proceed to arbitrati					
AEA Officer's Signature	Date				

# SICK LEAVE POLICY

## Sick Days.

All regularly employed ten month full-time personnel shall be entitled to ten (10) days sick leave per year with full pay. P ersonnel employed after September 1 will be granted sick leave pro-rated by the number of months remaining in the school year of employment at the rate of one (1) sick day per month. All unused sick days shall be cumulative.

2. Extended Absence Due to Illness.

NJSA 18A:30-1 et seq. and 30-6: 30-7, will govern all actions of the Board in matters of extended absences.

When an absence due to illness extends beyond the accumulated sick leave, at its discretion, the Board of Education may pay the teacher's full pay less the cost of a substitute for any length of time it determines, whether or not a substitute is employed.

Administration of Sick Leave Policy.

Records of accumulated sick leave will be maintained by the office of the superintendent and be available upon request by the employee or his designated representative.

#### MATERNITY LEAVE OF ABSENCE

The Board of Education shall upon request grant maternity leave without pay to any pregnant teacher. The leave shall be a maximum period of two (2) years unless extended by the Board. The Board of Education is not obligated to grant a leave beyond the school year for non-tenured teachers.

Maternity leave shall be granted subject to the following conditions:

- 1. Notification of pregnancy must be made to the Board no later than the end of the fourth (4th) month; however, it is suggested that notification be made as soon as it is medically confirmed.
- 2. Periodic statements before birth from the teacher's physician certifying she is medically able to continue to teach shall be submitted.
- 3. A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before a teacher is permitted to return from maternity leave.
- 4. Terminal dates for maternity leaves and reasonable requests for extensions or reductions in leave time may be granted so long as they do not substantially interfere with the administration of the school.
- 5. Except as provided above, no teacher shall be barred from returning to duty after the birth of her child solely on the ground that there has not been sufficient time lapse between the birth of her child and her desired date of return.
- 6. No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute on the provisions applied to a substitute teacher in the Allendale School District in the area of certification of competance.
- 7. Employees who become disabled as a result of their pregnancy are eligible to utilize accumulated sick leave. A statement from a physician confirming disability shall be furnished prior to a request for the use of disability leave before and/or after delivery. Emergency conditions beyond the control of the employee and acceptable to the Superintendent shall be granted.

Any teacher adopting a child shall upon request receive similar leave which shall commence upon receiving defacto custody of said child.

#### PATERNITY LEAVE

All applicable portions of the Maternity Leave of Absence will be in effect.

# EXTENDED LEAVE OF ABSENCE

The Board of Education, upon the recommendation of the Superintendent of Schools, may grant a maximum of two (2) years leave of absence, without pay, to any tenured employee.

Application for extended leave of absence will be made in writing to the Board, through the Superintendent, and a written reply will be returned to the applicant by the Board. Application for said leave shall be made at least six months in advance of leave date except in emergency situations beyond the control of the employee.

An Extended Leave of Absence for personal reasons shall be granted to teachers with 10 or more years of service in Allendale. Each teacher is entitled to one such leave during his/her teaching career in Allendale. This leave shall be granted without pay.

Extended Leave of Absence shall be granted to teachers in cases where home care is needed for a husband, wife, child, or parent and where a written physician's statement is provided affirming such need. A similar leave will be considered in home care cases for other close relatives.

The teacher's date of return to the classroom should take into account the continuity of effective teaching and the least amount of disruption to the students.

# TEMPORARY LEAVES OF ABSENCE

The Superintendent of Schools may grant to any regularly employed person up to a total of ten (10) days emergency leave, with pay, per year, for the following reasons:

A. Death in the immediate family: five (5) consecutive work days.

Immediate family shall be defined as:

Spouse.
Children.
Parent.
Mother-in-law or Father-in-law.
Sisters or Brothers.

Sister-in-law or Brothers-in-law.

- B. Death of a relative, not a member of the immediate family: two (2) consecutive work days.
- C. Serious illness or injury of a parent, spouse, or child: five (5) consecutive work days.
- D. Abrupt illness of a child, spouse, or parent: one (1) work day per illness.
- E. Personal Leave.

All teachers shall be allowed up to four (4) days, without loss of pay, for legal, family, or personal business which necessitates the teacher's absence on a school day. These days may not be accumulated. Except in instances beyond the individual's control, written notice shall be given to the Superintendent two (2) days in advance of such leave.

## PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- The Board of Education will pay for registration fees and other expenses, agreed upon in advance, for attendance at required in-service courses, workshops and other educational programs.
- 2. Expenses for attendance at the New Jersey Education Association Convention will be reimbursed according to the following schedule:

One day & One night.....\$ 25.00

Two days & Two nights....\$100.00

3. The Superintendent of Schools may grant up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature which will directly benefit this school system.

## PROFESSIONAL INCENTIVE COMPENSATION

A certified teacher who elects to continue his professional studies will be reimbursed by the Board of Education.

- 1. Courses must be taken in an accredited school, college or university. Exceptions to this clause will be made by the Superintendent as outlined on page 5 and 5A of this agreement.
- 2. The Superintendent of Schools must be notified prior to enrollment.
- 3. Courses must be directly related to the K-8 level of education or the area of the teacher's assignment must be approved by the Superintendent of Schools.
- 4. Courses not directly related to the K-8 level of education or the area of the teacher's assignment must be approved by the Superintendent of Schools.
- 5. Tuition (credit hours, times rate) for a maximum of 12 credit hours per fiscal year, July 1 to June 30, will be reimbursed in full.
- 6. Reimbursement shall be contingent on continued employment and shall be made in the following manner:
  - a) Upon receipt of registration, 50% of the tuition costs shall be reimbursed.
  - b) Upon submission of a final grade of "C" or better, 50% of the tuition costs shall be reimbursed.
- 7. Any teacher having completed the required number of credits for column advancement shall receive a salary adjustment in the academic semester following course completion. Official course transcript or evidence of course completion shall be submitted to the Superintendent of Schools. The salary adjustment shall be retroactive to the beginning of the academic semester in which the teacher would have been entitled to column advancement.
- 8. Any course for which a teacher has been reimbursed and previously approved for credit as of the 1981-82 school year shall in all cases be applied toward column advancement.

## \* LONGEVITY

Upon completion of the salary guide, teachers will receive the following sum each year in addition to any other salary adjustment:

		5 to 8 years beyond Guide	9 & thereafter yrs beyond Guide	•
Column A	\$300	\$400	\$500	
Column B	\$350	\$450	\$550	
Column C	\$400	\$500	\$600	

<sup>\*</sup>SEE LETTER OF MEMORANDUM, PAGE 26 OF THIS AGREEMENT.

## INSTRUCTIONAL COUNCIL

The Board of Education of Allendale recognizes the Instructional Council of the Allendale Education Association, and the Administration as partners in sharing the responsibility for the upgrading and updating of teachers' performances and attitudes. The Board supports the principle of continuing teachers' active participation with the school administrators, superintendent and Board of Education to review and discuss local school problems, to exchange information, views, constructive criticism, and better the understanding of each other's role in the educational process.

Upon Instructional Council approval of a proposal the Council may recommend honorariums for professional staff members involved in the completion of the project. The payment of such honorariums shall be subject to the approval of the Superintendent of Schools and the Board of Education.

The format for the Instructional Council will be developed by the Association and the Administration for inclusion in the Teachers' Handbook.

#### MISCELLANEOUS PROVISIONS

In accordance with State Law -- Senate, No. 1087 -- Amending P. L. 1968 (C 303) - 11-53.

1. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

## 2. Statutory Clause

Nothing contained herein shall be construed to deny or restrict to the teachers or the School Board such rights as either may have under New Jersey School Laws (including Chapter 123 and 303). The rights granted hereunder shall be deemed to be in addition to those provided by New Jersey School Laws.

# 3. Separability

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### NOTIFICATION OF VACANCIES

- 1. The Superintendent shall deliver to the Association and the Association shall post in all faculty rooms a list of known vacancies which occur during the current school year or for the following school year.
- 2. Applications from the staff received after a period of 14 calendar days need not be considered.
- 3. If a vacancy occurs during the summer months or the Holiday, Winter, or Spring Recesses, the Superintendent shall notify the AEA President, by mail or telephone, and shall attempt to notify all qualified personnel.

#### RETIREMENT HONORARIUM

The Allendale Board of Education wishes to pay special recognition to teachers who have served the elementary school system, the community, and its students with long and faithful employment.

A teacher in good standing with a minimum of twenty (20) years of service to the Allendale School District shall receive, upon retirement or resignation from the district, an honorarium equal to one month's salary. The salary on which the honorarium is based shall be that of the last full year of teaching.

Such teacher shall have the option of receiving the honorarium in ten (10) equal monthly payments or in one lump sum upon leaving the district.

#### CAREER DEVELOPMENT LEAVE

- 1. A teacher who has successfully completed seven consecutive years of teaching in the Allendale School District, upon recommendation by the Superintendent, may be granted a leave of absence by the Board of one year's duration for either graduate study or professional development in the area of the teacher's assignment.
- 2. Application for a leave beginning in the Fall must be made by November 1 of the preceding year. All applications must be made on the standard "Career Development" forms which include an outline detailing the proposed program. A Board decision will be made within two months of the date of application.
- 3. Only one teacher may be on leave during any year and selection will be based upon the following:
  - A. Purpose of the leave.
  - B. Teacher's performance.
  - C. Needs of the District.
  - D. Availability of budgetary funds.
- 4. A teacher on leave shall receive one-half the normal yearly salary, less authorized deductions and shall receive all benefits normally received, except for sick leave. Upon return to the District, a teacher shall be advanced on the salary guide to the next step, so long as the leave's purpose was successfully completed.
- 5. Every two months during the leave, the teacher must complete a standard report form, available from the Superintendent, describing progress. All official transcripts must be submitted as soon as available.
- 6. Upon return, the teacher agrees to remain in the employ of the District for at least two years, unless discharged by the Board. Failure to fulfill this obligation will require that the teacher repay the Board all, or a proportionate ratio of the salary received while on leave.
- 7. No teacher may be granted more than one career development leave while in the employ of the District.

# APPLICATION FOR CAREER DEVELOPMENT LEAVE

				_19
TO THE BOARD OF EDUCATION OF ALLEN	DALE:			
I hereby apply for career developm	ent leave	for the	purpose	of
f	rom	19	_to	19
I have read the regulations of the career development leave and agree comply with these regulations. If in the service of the Allendale Pu least two years after the expiratitinue in service, I shall repay to ing the same ratio to the amount of that the unfulfilled portion of the bears to the full two years, unless Purpose of the leave:	, if this granted s blic Schoo on of such the Board f salary s e two subs s I am inc	applica such lea ols for leave. d of Edu received sequent capacita	tion is give, I shad a period If I facation a while or years of ted or di	granted, to all continue of at ail to con- sum bear- n leave service
· · · · · · · · · · · · · · · · · · ·				
<del></del>				
I have served as a			_for	
years, and have served the Allenda	le School	as a _		
foryears.				
Approved:		Signa	ture	
Superintendent	<del></del>			

The Board of Education recognizes that under New Jersey
State Law the Allendale Education Association has the right to request a representation fee to be deducted from the salaries of all teaching staff currently under contract who are not members of the Association. The purpose of this fee will be to adequately offset the percapita cost of services rendered by the Association as majority representative. Teaching staff members hired on a part time basis shall pay an amount proportionate to that fraction of said member's salary as based on the salary schedule.

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee of the aforementioned list of non-members during the remainder of the membership year. Deductions will begin with the first paycheck.

# RESIGNATION/RETIREMENT - ACCUMULATED SICK LEAVE REIMBURSEMENT PLAN

Upon resignation from the Allendale School District, a teacher with 20 years or more service in the district or upon retirement from the Allendale School District, a teacher with 15 years or more service in the district shall qualify for a Resignation/Retirement Plan and shall be reimbursed for accumulated sick days in accordance with the following provisions:

 Teachers who resign from the district shall be vested in the plan at the rate of 10% per year beginning in the 21st year, becoming fully vested after 29 years of service.

Teachers who retire from the district shall be vested in the plan at the rate of 10% per year beginning in the 16th year becoming fully vested after 24 years of service.

- 2. Only sick days accumulated in Allendale will be compensated.
- 3. The rate of reimbursement shall be one-half the current per diem substitute pay per accumulated day to a maximum of 180 days.

#### WORK YEAR

The teacher work year shall contain a maximum of one hundred eighty-five (185) days, one of which shall be set aside for use as a professional day.

The work year shall be confined to within the calendar dates of September 1 and June 30.

## WORK DAY

The formal school day shall be as follows:

Hillside School

8:45 a.m. to 3:00 p.m.

Brookside School

8:40 a.m. to 3:00 p.m.

Teachers are expected to report to school no later than ten (10) minutes prior to the opening times above and to remain in school no less than thirty (30) minutes after the close of the formal school day. Teachers may leave school at 3:00 p.m. on Fridays, before school holidays and vacations, or upon approval of the building administrator.

# LUNCH PERIOD

All teachers shall receive a daily duty-free lunch period. Any alteration to the length of said lunch period must be negotiated with the Association.

# PREPARATION TIME

All teachers shall be guaranteed a minimum of five (5) preparation periods of no less than thirty (30) minutes each per week.

An attempt shall be made to arrange schedules so as to provide a minimum of one (1) preparation period of at least thirty (30) minutes duration each school day.

Staff members whose positions permit a flexible scheduling arrangement may be required to relinquish this guarantee based on the needs of the students in the district and the demands of their particular position. Such arrangements shall be made cooperatively between the affected staff and the school administration.

Any decrease in existing preparation time shall be discussed in advance by the school administration with all affected staff members. A representative of the Allendale Education Association shall be present at the discussion.

# CREDIT UNION DEDUCTIONS

When requested to do so by an employee, the Board of Education will make payroll deductions for payment to the East Bergen Teachers' Federal Credit Union.

#### MEMORANDUM OF AGREEMENT

The Allendale Board of Education and the Allendale Education Association agree to a moratorium of payment in regard to the Longevity clause of the negotiated agreement (Paragraph 1; pg. 18) for the 1985-86 school year. Both parties further agree that said moratorium of payment shall cease upon the beginning of the 1986-87 school year and that the Longevity clause of the negotiated agreement (Paragraph 1; pg. 18) shall be implemented at one-half of the amounts listed in said clause for the 1986-87 school year.